

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

FABRICLEAR, LLC,

Plaintiff,

v.

HARVEST DIRECT, LLC

Defendant.

CIVIL ACTION  
NO. 20-10580-TSH

**VERDICT FORM**  
December 1, 2023

**Count I – Breach of the Licensing Agreement:**

Was there a valid License Agreement between FabriClear and Harvest Direct? If Yes, continue to the question below, if no, move on to Count II.

Yes

No

Did Harvest Direct breach the License Agreement between FabriClear and Harvest Direct? If Yes, continue to Count I Damages; if no, move on to Count II.

Yes

No

Count I Damages:

If you answered Yes to Count I, what amount of damages will fairly and adequately compensate FabriClear for Harvest Direct's breach the License Agreement?

Please indicate in U.S. dollar amounts, in numbers and words the amount of damages to be awarded for the breach:

\$ 89,712.58

eighty nine thousand seven hundred twelve <sup>58/100</sup> Dollars

Count II – Breach of the Confidentiality Agreement

Harvest Direct has been found to be in breach of the Confidentiality Agreement.

Please indicate in U.S. dollars, in words and in numbers, the amount of damages FabriClear has proven as a result of that breach:

\$ 89,712.58

eighty nine thousand Seven hundred twelve <sup>58/100</sup> Dollars

Count III – Misappropriation of Trade Secrets under Mass. Gen. L. c.93:

Did Fabriclear have a trade secret(s)? If Yes, continue to the question below; if no, move on to Count V.

Yes

No

Did Harvest Direct misappropriate FabriClear's trade secrets? ? If Yes, continue to the question below AND Count IV; if no, move on to Count V.

Yes

No

If you answered Yes to Count III, was Harvest Direct's misappropriation of FabriClear's trade secrets willful and malicious?

Yes

No

Count IV – Unjust Enrichment:

If you answered Yes to Count III, what amount of damages will fairly and adequately compensate FabriClear for Harvest Direct's misappropriation of its trade secrets?

Please indicate in U.S. dollar amounts, in numbers and words the amount of damages to be awarded for the breach:

\$ 583,132.42

Five hundred eighty three thousand one hundred thirty two dollars 42/100

Count V – Breach of the Implied Covenant of Good Faith and Fair Dealing:

Did Harvest violate an obligation of good faith and fair dealing with respect to Fabriclear?

Yes

No

Count VI – Unfair Competition and False Designation of Origin under the Lanham Act:

Harvest Direct has been found to have violated the Lanham Act by falsely designating the origin of products it sold under the "X-Out" brand as originating with Harvest Direct rather than FabriClear.

Please indicate in U.S. dollars, in words and in numbers, the amount of damages to be awarded to FabriClear for this violation:

\$ 672,845.00

Six hundred Seventy two thousand eight hundred fourty five dollars 00/100

Count VII – Unfair Competition under Mass. General Laws, c. 93A, § 11:

Harvest Direct has been found to have violated Mass. Gen. L. c. 93A, §11. Was Harvest Direct's violation of that statute committed willfully or knowingly?

Yes

No

If you answered Yes, do you award Benchmark double or triple damages under Chapter 93A?

*Check either Double or Triple.*

DOUBLE:

TRIPLE:

Date: 12/1/2023

Signed: Rahel Nott

Foreperson

*Scot 12/1/23*

*4:10 pm*